

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

RAYMOND MONSON and LEAH MONSON,

Plaintiffs,

vs.

PUGET SOUND GASTROENTEROLOGY,  
PLLC,

Defendant.

**NO.**

**COMPLAINT FOR  
DECLARATORY  
AND INJUNCTIVE RELIEF**

**JURY DEMAND**

COMES NOW, Plaintiffs, Raymond Monson and Leah Monson, by and through their attorneys at Washington Civil & Disability Advocate for their Complaint for Declaratory and Injunctive Relief and Damages to state and allege as follows:

**I. INTRODUCTION**

1. Plaintiff Raymond Monson is a Deaf individual who communicates primarily in American Sign Language (“ASL”), which is his expressed, preferred, and most effective means of communication. Plaintiff Leah Monson is his hearing (i.e. non-deaf) daughter. Defendant discriminated against the Plaintiffs by failing and/or refusing to provide auxiliary aids and services necessary to ensure effective communication with Raymond Monson during both his preoperative visit at Puget Sound Gastroenterology in September of 2019 as well as his visit for

1 the date of the colonoscopy procedure in November of 2019. As a result, Raymond Monson was  
2 unable to fully understand his medical conditions or the treatment he received, and Leah Monson  
3 was forced to facilitate communication for her father against both of the Plaintiffs' wishes.

4         2.       Plaintiffs bring this action seeking declaratory, injunctive, and equitable relief;  
5 compensatory damages; and attorneys' fees and costs to redress Defendant's unlawful  
6 discrimination on the basis of disability in violation of Title III of the Americans with  
7 Disabilities Act ("ADA"), 42 U.S.C. § 12181 et seq.; Section 504 of the Rehabilitation Act of  
8 1973 ("Rehabilitation Act"), 29 U.S.C. § 794; Section 1557 of the Patient Protection and  
9 Affordable Care Act ("ACA"), 42 U.S.C. § 18116; and the Washington Law Against  
10 Discrimination ("WLAD"), R.C.W. 49.60.030.

11         3.       Due to physical, environmental, and pedagogical factors, many Deaf individuals,  
12 including Raymond Monson, have difficulty comprehending the English language. In fact, the  
13 median reading level of Deaf high school graduates averages at fourth grade level. This is  
14 because English is generally a second language (after ASL or another form of sign language) for  
15 individuals who are born Deaf or become Deaf before acquiring language. Commonly, Deaf  
16 people acquire English as their second language later in life and well past the critical  
17 developmental period of language acquisition. For these reasons, Raymond Monson is an  
18 individual with limited English proficiency. Despite this, Defendant did not properly  
19 accommodate his disability by providing in-person, qualified ASL interpreters and left Plaintiffs  
20 no choice but to rely on Raymond's daughter Leah for communication.

21         4.       Relying upon family members or other companions to facilitate communication  
22 about medical information for Deaf patients is unwise and dangerous because companions are  
23 generally too personally and emotionally involved with the Deaf patient to act impartially, and



1 Washington State. Raymond Monson is a deaf individual who has limited English proficiency  
2 and who primarily communicates in American Sign Language. Raymond Monson is limited in  
3 the major life activities of hearing and speaking, and is an individual with a disability within the  
4 meaning of federal and state civil rights laws.

5 8. Plaintiff Leah Monson brings this action and is an individual residing in  
6 Washington State. Leah Monson is the hearing (i.e. non-deaf) daughter of Raymond Monson,  
7 and was his companion during his two medical visits. Plaintiff Leah Monson is proficient in  
8 American Sign Language.

9 9. Defendant Puget Sound Gastroenterology, PLLC (“PSG”) is a Washington PLLC  
10 with a principal place of business located at 21600 Highway 99, Suite 260 in Edmonds,  
11 Washington. Defendant PSG owns and operates Puget Sound Gastroenterology clinic. On  
12 information and belief Defendant is a recipient of federal funding, including Medicare and/or  
13 Medicaid reimbursements.

### 14 III. JURISDICTION AND VENUE

15 10. This court has jurisdiction pursuant to 28 U.S.C. § 1331, which gives district  
16 courts original jurisdiction over civil actions arising in the Constitution, laws, or treaties of the  
17 United States.

18 11. This court has jurisdiction pursuant to 28 U.S.C. § 1343(a)(4), which gives district  
19 courts jurisdiction over actions to secure civil rights under Acts of Congress.

20 12. This court has jurisdiction pursuant to 28 U.S.C. § 1367, which gives district  
21 courts supplemental jurisdiction over state law claims.

22 13. Venue is appropriate in this judicial district under 28 U.S.C. § 1391 because the  
23 practices and procedures that gave rise to Plaintiffs’ Complaint for Injunctive Relief and

1 Damages occurred in this district and Defendant resides within this district.

2 **IV. FACTUAL ALLEGATIONS**

3 14. Plaintiff Raymond Monson sought medical treatment for himself at Puget Sound  
4 Gastroenterology on or about September 19, 2019 and November 5, 2019, first for a pre-op visit  
5 and then for the colonoscopy procedure.

6 15. Plaintiff Leah Monson was present as her father's companion at both  
7 appointments.

8 16. Leah Monson is an ASL interpreter, but has never been comfortable facilitating  
9 communication for her father in a medical setting because her role in accompanying him is as a  
10 patient companion, not a paid interpreter with specific training in medical training.

11 17. Both Plaintiffs arrived at the PSG together on or about September 19, 2019 and  
12 found an interpreter was not present, despite Raymond's request. Plaintiffs impressed upon the  
13 medical staff that an in-person interpreter was required for the colonoscopy procedure, and  
14 Plaintiffs were told Raymond's file was appropriately noted and they could expect an interpreter  
15 at the following visit.

16 18. In order to avoid being rescheduled, Leah begrudgingly acted as interpreter for  
17 the pre-op visit. Plaintiffs left after the pre-op visit frustrated and angry, but with the expectation  
18 that the day of the procedure would go smoothly with an in-person interpreter.

19 19. Several weeks later, on or about November 5, 2019, both Plaintiffs arrived at the  
20 clinic together for the colonoscopy operation. When checking in at the front desk Raymond was  
21 informed that there was no interpreter, and that only VRI would be available.

22 20. Plaintiffs spent several minutes requesting an interpreter be called and trying to  
23 determine why one was not present but Defendant's responses were unclear, at best, and

1 Defendant's only offer was to reschedule the procedure.

2 21. A colonoscopy requires days of specialized diet and medical preparation (which  
3 Raymond had at this point purchased and completed), and Plaintiffs were unwilling to undergo  
4 such additional hardship due to PSG's failure to provide an interpreter.

5 22. Defendant did not provide an interpreter that day, so after several more minutes of  
6 explaining why VRI would be inadequate, largely due to the number of people that would be in  
7 the room during the operation, Leah Monson was forced to facilitate communication between her  
8 father and PSG staff throughout the remainder of the day, which was against both of their  
9 expressed wishes.

10 23. During the lead up to the procedure PSG staff attempted to obtain several  
11 signatures from Plaintiffs under dubious or unfair circumstances.

12 24. Raymond Monson was presented with various medical releases and waivers  
13 without complete explanation or without the opportunity to have the contents translated. After  
14 significant protest and repeated explanation that Raymond's first language was ASL, not  
15 English, Leah Monson was compelled to translate the forms for her father.

16 25. Clinic staff attempted to obtain a signature from Leah Monson multiple times  
17 listing her as the "working interpreter" for the operation, and persisted in requesting Leah's  
18 signature despite her repeated refusals and explanations that she was the patient's companion,  
19 not his interpreter.

20 26. Both Plaintiffs were disrespected and treated poorly by clinic staff, who  
21 repeatedly cut-off Leah Monson while speaking and shouting at her.

22 27. The operation was eventually completed, and Raymond Monson was unable to  
23 interpret the results, so Leah Monson was forced to translate one final time before Plaintiffs left

1 the clinic.

2 28. During Raymond Monson's medical treatment at PSG, doctors and nurses  
3 repeatedly had discussions with Leah Monson and directed all communication at her, not at  
4 Raymond, the patient.

5 29. During his medical treatment PSG, Raymond Monson was forced to sign  
6 documents written in English that he could not fully understand.

7 30. In most instances during Raymond Monson's medical treatment at PSG,  
8 Raymond was unable to communicate effectively with medical staff without the aid of a  
9 qualified ASL interpreter (Leah Monson's translation, while mostly effective, was difficult and  
10 stressful to both Plaintiffs).

11 31. Raymond Monson's inability to communicate effectively at PSG caused him to  
12 endure frustration, anxiety, humiliation, confusion, and other emotional distress.

13 32. The difficulty and stress of facilitating communication for her father caused Leah  
14 Monson to suffer emotionally and psychologically, both because of the physical and mental  
15 demands of doing so, and because she could not maintain a normal relationship with her father  
16 during her father's treatment.

17 33. As a result of Defendant's failure to ensure effective communication with  
18 Raymond Monson, Leah Monson was denied the same opportunities that are readily and  
19 routinely provided to companions to participate in the care of loved ones.

20 34. Leah Monson's experience as an unwilling communication facilitator at PSG  
21 caused her to experience frustration, anxiety, and other emotional distress.

22 35. Plaintiffs would each seek Defendant's healthcare services in the future, whether  
23 by choice or necessity, but they are deterred from doing so due to the discrimination they have

1 faced and expect to face in the future.

2 **V. FIRST CAUSE OF ACTION**  
 3 **The Washington Law Against Discrimination**  
 4 **R.C.W. §§ 49.60.010 *et seq.***

4 36. Plaintiffs incorporate by reference the allegations in the paragraphs above.

5 37. Plaintiff Raymond Monson is an individual with a disability within the meaning  
 6 of the Washington Law Against Discrimination (“WLAD”). RCW § 49.60.040(7)(a)(i).

7 38. Puget Sound Gastroenterology is a place “where medical service or care is made  
 8 available” and is thus a place of public accommodation within the meaning of the WLAD. RCW  
 9 § 49.60.040(2).

10 39. The WLAD declares: “The right to be free from discrimination because of . . . the  
 11 presence of any sensory, mental, or physical disability . . . is recognized as and declared to be a  
 12 civil right. This right shall include, but not be limited to: . . . (b) The right to the full enjoyment  
 13 of any of the accommodations, advantages, facilities, or privileges of any place of public resort,  
 14 accommodation, assemblage, or amusement . . .” RCW § 49.60.030(1).

15 40. Defendant discriminated against Plaintiff Raymond Monson by not affording him  
 16 full and equal access to services at their hospital because of Plaintiff’s disability.

17 41. “To make a prima facie case of public accommodation discrimination under the  
 18 WLAD, a plaintiff must demonstrate: (1) that he has a disability, (2) that the defendant's place of  
 19 business is a public accommodation, (3) that the defendant discriminated against the plaintiff by  
 20 providing treatment not comparable to the level of services provided to individuals without  
 21 disabilities, and (4) that the disability was a substantial factor causing the discrimination.”

22 *Washington State Comm’n Access Project v. Regal Cinemas, Inc.*, 173 Wash. App. 174, 187,  
 23 293 P.3d 413, 421 (2013).



42. Defendant provides effective services or treatment to other patients without communications disabilities, and Defendant discriminated against Plaintiff Raymond Monson by failing to provide effective services or treatment to Plaintiff because of Plaintiff's disability.

43. Defendant intentionally discriminated against Plaintiff Raymond Monson by refusing to provide effective communications to Plaintiff during both the pre-op visit and the procedure, despite Plaintiffs' clear request and explanation of the need for effective communications accommodations.

44. As a direct and proximate result of Defendant's discriminatory conduct as alleged in this Complaint, Plaintiff Raymond Monson suffered confusion, fear, and isolation.

45. As a direct and proximate result of Defendant's discriminatory conduct as alleged in this Complaint, Plaintiff Raymond Monson suffered real out-of-pocket monetary damages and mental and emotional distress damages.

46. RCW § 49.60.030(2) provides that:

Any person deeming himself or herself injured by any act in violation of this chapter shall have a civil action in a court of competent jurisdiction to enjoin further violations, or to recover the actual damages sustained by the person, or both, together with the cost of suit including reasonable attorneys' fees or any other appropriate remedy authorized by this chapter or the United States Civil Rights Act of 1964 as amended, or the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. Sec. 3601 et seq.).

47. Pursuant to RCW § 49.60.030(2), Plaintiff Raymond Monson is entitled to declaratory and injunctive relief and to recover from Defendant actual damages and her reasonable attorneys' fees and costs incurred in bringing this action.

## **VI. SECOND CAUSE OF ACTION**

### **Title III of the ADA**

#### **42 U.S.C. § 12181, et seq.**

48. Plaintiffs incorporate by reference the allegations in the paragraphs above.

1           49.     At all times relevant to this action, Title III of the ADA, 42 U.S.C. § 12181, et  
2 seq., has been in full force and effect and has applied to Defendant's conduct.

3           50.     At all times relevant to this action, the United States Department of Justice  
4 regulations implementing Title III of the ADA, 28 C.F.R. Part 36, have been in full force and  
5 effect and have applied to Defendant's conduct.

6           51.     At all times relevant to this action, Plaintiff Raymond Monson has been  
7 substantially limited in the major life activities of hearing and speaking, and has been an  
8 individual with a disability within the meaning of the ADA, 42 U.S.C. § 12102(2).

9           52.     Defendant owns, leases, and/or operates a place of public accommodation within  
10 the meaning of Title III of the ADA, 42 U.S.C. § 12181(7)(D).

11           53.     Title III of the ADA provides that "[n]o individual shall be discriminated against  
12 on the basis of disability in the full and equal enjoyment of the goods, services, facilities,  
13 privileges, advantages, or accommodations of any place of public accommodation by any person  
14 who owns, leases (or leases to), or operates a place of public accommodation." 42 U.S.C. §  
15 12182(a).

16           54.     Title III of the ADA provides that "It shall be discriminatory to exclude or  
17 otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or  
18 other opportunities to an individual or entity because of the known disability of an individual  
19 with whom the individual or entity is known to have a relationship or association." 42 U.S.C. §  
20 12182(b)(1)(E).

21           55.     Title III of the ADA defines discrimination to include "a failure to take such steps  
22 as may be necessary to ensure that no individual with a disability is excluded, denied services,  
23

1 segregated or otherwise treated differently than other individuals because of the absence of  
2 auxiliary aids and services.” 42 U.S.C. § 12182(b)(2)(A)(iii).

3 56. Federal regulations implementing Title III of the ADA provide that “[a] public  
4 accommodation shall furnish appropriate auxiliary aids and services where necessary to ensure  
5 effective communication with individuals with disabilities.” 28 C.F.R. § 36.303(c).

6 57. Federal regulations implementing Title III of the ADA provide that “[A public  
7 accommodation shall not rely on an adult accompanying an individual with a disability to  
8 interpret or facilitate communication, except – (i) In an emergency involving an imminent threat  
9 to the safety or welfare of an individual or the public where there is no interpreter available; or  
10 (ii) Where the individual with a disability specifically requests that the accompanying adult  
11 interpret or facilitate communication, the accompanying adult agrees to provide such assistance,  
12 and reliance on that adult for such assistance is appropriate under the circumstances.” 28 C.F.R.  
13 § 36.303(c)(3).

14 58. Federal regulations implementing Title III of the ADA provide that “[a] public  
15 accommodation that chooses to provide qualified interpreters via VRI service shall ensure that it  
16 provides – (1) Real-time, full-motion video and audio over a dedicated high-speed, wide  
17 bandwidth video connection or wireless connection that delivers high-quality video images that  
18 do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2)  
19 A sharply delineated image that is large enough to display the interpreter’s face, arms, hands, and  
20 fingers, and the participating individual’s face, arms, hands, and fingers, regardless of his or her  
21 body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of  
22 the technology and other involved individuals so that they may quickly and efficiently set up and  
23 operate the VRI.” 28 C.F.R. § 36.303(f).

1           59. Defendant discriminated against Plaintiffs, on the basis of disability, in violation  
2 of Title III of the ADA and its implementing regulations.

3           60. Defendant has failed to implement policies, procedures, and training of staff  
4 necessary to ensure compliance with Title III of the ADA and its implementing regulations.

5           61. Plaintiffs are therefore entitled to injunctive relief, as well as an award of  
6 attorneys' fees, costs, and disbursements pursuant to the ADA, 42 U.S.C. § 12188(a)(1).

7                                   **VII. THIRD CAUSE OF ACTION**  
8                                   **Section 504 of the Rehabilitation Act**  
  **29 U.S.C. § 794**

9           62. Plaintiffs incorporate by reference the allegations in the paragraphs above.

10          63. At all times relevant to this action, Section 504 of the Rehabilitation Act, 29  
11 U.S.C. § 794, has been in full force and effect and has applied to Defendant's conduct.

12          64. At all times relevant to this action, the United States Department of Health and  
13 Human Services ("HHS") regulations implementing Section 504 of the Rehabilitation Act, 45  
14 C.F.R. Part 84, have been in full force and effect and have applied to Defendant's conduct.

15          65. At all times relevant to this action, Plaintiff Raymond Monson has had substantial  
16 limitations to the major life activities of hearing and speaking, and has been an individual with a  
17 disability within the meaning of the Rehabilitation Act, 29 U.S.C. § 705(9).

18          66. At all times relevant to this action, Defendant has been a program or activity  
19 receiving federal financial assistance pursuant to 29 U.S.C. § 794(b).

20          67. Section 504 of the Rehabilitation Act provides that "[n]o otherwise qualified  
21 individual with a disability . . . shall, solely by reason of her or his disability, be excluded from  
22 the participation in, be denied the benefits of, or be subjected to discrimination under any  
23 program or activity receiving Federal financial assistance." 29 U.S.C. § 794.

68. The Rehabilitation Act extends relief to “any person aggrieved” by any act or failure to act by any recipient of Federal assistance...under Section 794 of this title . 29 U.S.C. § 794a(a)(2).

69. Defendant discriminated against Plaintiff Raymond Monson, on the basis of disability, in violation of the Rehabilitation Act and its implementing regulations.

70. Plaintiff Leah Monson is a “person aggrieved” within the meaning of the Rehabilitation Act because Defendant failed to provide upon Plaintiffs’ request an ASL interpreter for Plaintiff Raymond Monson, thereby requiring Plaintiff Leah Monson to serve as interpreter, rather than companion, for her father Plaintiff Raymond Monson.

71. Defendant has failed to implement policies, procedures, and training of staff necessary to ensure compliance with the Rehabilitation Act and its implementing regulations.

72. Plaintiffs are therefore entitled to injunctive relief; attorneys’ fees, costs, and disbursements; and compensatory damages for the injuries and loss they sustained as a result of Defendant’s discriminatory conduct and deliberate indifference as hereinbefore alleged, pursuant to 29 U.S.C. § 794(a).

**VIII. FOURTH CAUSE OF ACTION**  
**Patient Protection and Affordable Care Act**  
**42 U.S.C. § 18116**

73. Plaintiffs repeat and reallege all preceding paragraphs in support of this claim.

74. At all times relevant to this action, Section 1557 of the Patient Protection and Affordable Care Act has been in full force and effect and has applied to the Defendant’s conduct.

75. At all times relevant to this action, the United States Department of Health and Human Services (“HHS”) regulations implementing Section 1557 of the Patient Protection and

1 Affordable Care Act, 45 C.F.R. Part 92, have been in full force and effect and have applied to  
2 Defendant's conduct.

3 76. At all times relevant to this action, Plaintiff Raymond Monson has had substantial  
4 limitations to the major life activities of hearing and speaking, and has been an individual with a  
5 disability within the meaning of Section 1557 of the Patient Protection and Affordable Care Act,  
6 42 U.S.C. § 18116.

7 77. At all times relevant to this action, Plaintiff Raymond Monson's primary language  
8 for communication has been American Sign Language (and not English), and he has had limited  
9 ability to read, write, speak, or understand English. Plaintiff Raymond Monson has therefore  
10 been an individual with limited English proficiency within the meaning of Section 1557 of the  
11 Patient Protection and Affordable Care Act, 45 C.F.R. § 92.4.

12 78. At all times relevant to this action, Defendant received federal financial  
13 assistance, including Medicare and/or Medicaid reimbursements, and has been principally  
14 engaged in the business of providing health care. Therefore, Defendant is a health programs or  
15 activities receiving federal financial assistance pursuant to 42 U.S.C. § 18116(a).

16 79. Pursuant to Section 1557 of the Patient Protection and Affordable Care Act, "an  
17 individual shall not, on the ground prohibited under . . . section 504 of the Rehabilitation Act of  
18 1973 (29 U.S.C. § 794), be excluded from participation in, be denied the benefits of, or be  
19 subjected to discrimination under, any health program or activity, any part of which is receiving  
20 Federal financial assistance." 42 U.S.C. § 18116.

21 80. Federal regulations implementing Section 1557 of the Patient Protection and  
22 Affordable Care Act provide that "[a] covered entity shall take reasonable steps to provide  
23

1 meaningful access to each individual with limited English proficiency eligible to be served or  
2 likely to be encountered in its health programs and activities.” 45 C.F.R. § 92.201(a).

3 81. Federal regulations implementing Section 1557 of the Patient Protection and  
4 Affordable Care Act provide that “(1) A covered entity shall offer a qualified interpreter to an  
5 individual with limited English proficiency when oral interpretation is a reasonable step to  
6 provide meaningful access for that individual with limited English proficiency; and (2) A  
7 covered entity shall use a qualified translator when translating written content in paper or  
8 electronic form.” 45 C.F.R. § 92.201(d).

9 82. Federal regulations implementing Section 1557 of the Patient Protection and  
10 Affordable Care Act provide that “[a] covered entity shall not . . . rely on an adult accompanying  
11 an individual with limited English proficiency to interpret or facilitate communication, except:  
12 (i) In an emergency involving an imminent threat to the safety or welfare of an individual or the  
13 public where there is no qualified interpreter for the individual with limited English proficiency  
14 immediately available; or (ii) Where the individual with limited English proficiency specifically  
15 requests that the accompanying adult interpret or facilitate communication, the accompanying  
16 adult agrees to provide such assistance, and reliance on that adult for such assistance is  
17 appropriate under the circumstances.” 45 C.F.R. § 92.201(e).

18 83. Federal regulations implementing Section 1557 of the Patient Protection and  
19 Affordable Care Act provide that “[a] covered entity that provides a qualified interpreter for an  
20 individual with limited English proficiency through video remote interpreting services in the  
21 covered entity's health programs and activities shall provide: (1) Real-time, full-motion video  
22 and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection  
23 that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy

1 images, or irregular pauses in communication; (2) A sharply delineated image that is large  
2 enough to display the interpreter's face and the participating individual's face regardless of the  
3 individual's body position; (3) A clear, audible transmission of voices; and (4) Adequate training  
4 to users of the technology and other involved individuals so that they may quickly and efficiently  
5 set up and operate the video remote interpreting.” 45 C.F.R. § 92.201(f).

6 84. Federal regulations implementing Section 1557 of the Patient Protection and  
7 Affordable Care Act provide that “[a] covered entity shall take appropriate steps to ensure that  
8 communications with individuals with disabilities are as effective as communications with others  
9 in health programs and activities.” 45 C.F.R. § 92.202(a).

10 85. Federal regulations implementing Section 1557 of the Patient Protection and  
11 Affordable Care Act provide that “(1) A [covered] entity shall furnish appropriate auxiliary aids  
12 and services where necessary to afford individuals with disabilities, including applicants,  
13 participants, companions, and members of the public, an equal opportunity to participate in, and  
14 enjoy the benefits of, a service, program, or activity of a [covered] entity. . . . In determining  
15 what types of auxiliary aids and services are necessary, a public entity shall give primary  
16 consideration to the requests of individuals with disabilities. In order to be effective, auxiliary  
17 aids and services must be provided in accessible formats, in a timely manner, and in such a way  
18 as to protect the privacy and independence of the individual with a disability.” 45 C.F.R. §  
19 92.202(a); 28 C.F.R. § 35.160(b).

20 86. Federal regulations implementing Section 1557 of the Patient Protection and  
21 Affordable Care Act provide that “[a] covered entity shall not exclude from participation in,  
22 deny the benefits of, or otherwise discriminate against an individual or entity in its health  
23 programs or activities on the basis of the race, color, national origin, sex, age, or disability of an



1 individual with whom the individual or entity is known or believed to have a relationship or  
2 association.” 45 C.F.R. § 92.209.

3 87. As set forth above, Defendant discriminated against Plaintiffs, on the basis of  
4 disability, in violation of the Patient Protection and Affordable Care Act and its implementing  
5 regulations.

6 88. The Patient Protection and Affordable Care Act, by incorporating the enforcement  
7 mechanism of the Rehabilitation Act, extends a cause of action to “any person aggrieved” by  
8 discrimination in violation thereof. 42 U.S.C. § 18116(a).

9 89. Defendant has failed to implement policies, procedures, and training of staff  
10 necessary to ensure compliance with the Patient Protection and Affordable Care Act.

11 90. Plaintiffs are therefore entitled to injunctive relief; attorney’s fees, costs, and  
12 disbursements; and compensatory damages for the injuries and loss they sustained as a result of  
13 Defendant’s discriminatory conduct and deliberate indifference as hereinbefore alleged, pursuant  
14 to 42 U.S.C. § 18116(a).

### 15 IX. PRAYER FOR RELIEF

16 WHEREFORE, Plaintiffs respectfully request that this Court:

- 17 1. Assume jurisdiction over this action;
- 18 2. Find and declare Defendant PUGET SOUND GASTROENTEROLOGY, PLLC to be in  
19 violation of the Washington Law Against Discrimination, because Defendant does not  
20 comply with state and federal accessibility laws and regulations;
- 21 3. Issue an injunction forbidding Defendant from implementing or enforcing any policy,  
22 procedure, or practice that denies deaf or hard of hearing individuals meaningful and  
23 effective access to and full and equal enjoyment of Defendant’s facilities, services, and

1 programs;

2 4. Issue and injunction ordering Defendant:

3 a. to develop, implement, promulgate, and comply with a policy requiring that when  
4 a deaf or hard of hearing individual requests an in-person interpreter for effective  
5 communication, one will be provided as soon as practicable in all services offered  
6 by Defendant;

7 b. to develop, implement, promulgate, and comply with a policy to ensure that  
8 Defendant will notify individuals who are deaf or hard of hearing of their right to  
9 effective communication. This notification will include posting explicit and  
10 clearly marked and worded notices that Defendant will provide sign language  
11 interpreters, videophones, and other communication services to ensure effective  
12 communication with deaf or hard of hearing persons;

13 c. to develop, implement, promulgate, and comply with a policy to ensure that deaf  
14 or hard of hearing individuals are able to communicate through the most  
15 appropriate method under the circumstances, recognizing that some methods like  
16 video relay interpreter services, are not appropriate in all medical situations;

17 d. to develop, implement, promulgate, and comply with a policy to ensure, in the  
18 event the an in-person interpreter is scheduled but, for whatever reason, will not  
19 be present, patients are immediately notified;

20 e. to create and maintain a list of sign language interpreters and ensure availability  
21 of such interpreters during all hours of operation;

22 f. to train all employees, staff, and other agents on a regular basis about the rights of  
23 individuals who are deaf or hard of hearing under the ADA, the Rehabilitation

Act, the ACA, and the Washington Law Against Discrimination;

5. Award Plaintiffs:

- a. Compensatory Damages pursuant the Washington Law Against Discrimination;
  - b. Reasonable costs and attorneys' fees pursuant to the ADA, the Rehabilitation Act, the ACA, and the Washington Law Against Discrimination;
  - c. Interest on all amounts at the highest rates and from the earliest dates allowed by law.
6. Award such additional or alternative relief as may be just, proper, and equitable.

DATED THIS 24th day of June, 2020

By:

s/ Conrad Reynoldson  
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